



Sen. Kwame Raoul

**Filed: 4/5/2006**

09400HB4715sam002

LRB094 15382 AJ0 58042 a

1 AMENDMENT TO HOUSE BILL 4715

2 AMENDMENT NO. \_\_\_\_\_. Amend House Bill 4715, AS AMENDED, by  
3 replacing everything after the enacting clause with the  
4 following:

5 "Section 1. Short title. This Act may be cited as the Safe  
6 Homes Act.

7 Section 5. Purpose. The purpose of this Act is to promote  
8 the State's interest in reducing domestic violence, dating  
9 violence, sexual assault, and stalking by enabling victims of  
10 domestic or sexual violence and their families to flee existing  
11 dangerous housing in order to leave violent or abusive  
12 situations, achieve safety, and minimize the physical and  
13 emotional injuries from domestic or sexual violence, and to  
14 reduce the devastating economic consequences thereof.

15 Section 10. Definitions. For purposes of this Act:

16 "Domestic violence" means "abuse" as defined in Section 103  
17 of the Illinois Domestic Violence Act of 1986 by a "family or  
18 household member" as defined in Section 103 of the Illinois  
19 Domestic Violence Act of 1986.

20 "Landlord" means the owner of a building or the owner's  
21 agent with regard to matters concerning landlord's leasing of a  
22 dwelling.

23 "Sexual violence" means any act of sexual assault, sexual

1 abuse, or stalking of an adult or minor child, including but  
2 not limited to non-consensual sexual conduct or non-consensual  
3 sexual penetration as defined in the Civil No Contact Order Act  
4 and the offenses of stalking, aggravated stalking, criminal  
5 sexual assault, aggravated criminal sexual assault, predatory  
6 criminal sexual assault of a child, criminal sexual abuse, and  
7 aggravated criminal sexual abuse as those offenses are  
8 described in the Criminal Code of 1961.

9 "Tenant" means a person who has entered into an oral or  
10 written lease with a landlord whereby the person is the lessee  
11 under the lease.

12 Section 15. Affirmative defense.

13 (a) In any action brought by a landlord against a tenant to  
14 recover rent for breach of lease, a tenant shall have an  
15 affirmative defense and not be liable for rent for the period  
16 after which a tenant vacates the premises owned by the  
17 landlord, if by preponderance of the evidence, the court finds  
18 that:

19 (1) at the time that the tenant vacated the premises,  
20 the tenant or a member of tenant's household was under a  
21 credible imminent threat of domestic or sexual violence at  
22 the premises; and

23 (2) the tenant gave written notice to the landlord  
24 prior to or within 3 days of vacating the premises that the  
25 reason for vacating the premises was because of a credible  
26 imminent threat of domestic or sexual violence against the  
27 tenant or a member of the tenant's household.

28 (b) In any action brought by a landlord against a tenant to  
29 recover rent for breach of lease, a tenant shall have an  
30 affirmative defense and not be liable for rent for the period  
31 after which the tenant vacates the premises owned by the  
32 landlord, if by preponderance of the evidence, the court finds  
33 that:

1           (1) a tenant or a member of tenant's household was a  
2 victim of sexual violence on the premises that is owned or  
3 controlled by a landlord and the tenant has vacated the  
4 premises as a result of the sexual violence; and

5           (2) the tenant gave written notice to the landlord  
6 prior to or within 3 days of vacating the premises that the  
7 reason for vacating the premises was because of the sexual  
8 violence against the tenant or member of the tenant's  
9 household, the date of the sexual violence, and that the  
10 tenant provided at least one form of the following types of  
11 evidence to the landlord supporting the claim of the sexual  
12 violence: medical, court or police evidence of sexual  
13 violence; or statement from an employee of a victim  
14 services or rape crisis organization from which the tenant  
15 or a member of the tenant's household sought services; and

16           (3) the sexual violence occurred not more than 60 days  
17 prior to the date of giving the written notice to the  
18 landlord, or if the circumstances are such that the tenant  
19 cannot reasonably give notice because of reasons related to  
20 the sexual violence, such as hospitalization or seeking  
21 assistance for shelter or counseling, then as soon  
22 thereafter as practicable. Nothing in this subsection (b)  
23 shall be construed to be a defense against an action in  
24 forcible entry and detainer for failure to pay rent before  
25 the tenant provided notice and vacated the premises.

26           (c) Nothing in this Act shall be construed to be a defense  
27 against an action for rent for a period of time before the  
28 tenant vacated the landlord's premises and gave notice to the  
29 landlord as required in subsection (b).

30           Section 20. Change of locks.

31           (a) Upon written notice from all tenants who have signed as  
32 lessees under a written lease, the tenants may request that a  
33 landlord change the locks of the dwelling unit in which they

1 live if one or more of the tenants reasonably believes that one  
2 of the tenants or a member of tenant's household is under a  
3 credible imminent threat of domestic or sexual violence at the  
4 premises from a person who is not a lessee under the lease.  
5 Notice to the landlord requesting a change of locks shall be  
6 accompanied by at least one form of the following types of  
7 evidence to support a claim of domestic or sexual violence:  
8 medical, court or police evidence of domestic or sexual  
9 violence; or a statement from an employee of a victim services,  
10 domestic violence, or rape crisis organization from which the  
11 tenant or a member of the tenant's household sought services.

12 (b) Once a landlord has received notice of a request for  
13 change of locks and has received one form of evidence referred  
14 to in Section (a) above, the landlord shall, within 48 hours,  
15 change the locks or give the tenant the permission to change  
16 the locks.

17 (1) The landlord may charge a fee for the expense of  
18 changing the locks. That fee must not exceed the reasonable  
19 price customarily charged for changing a lock.

20 (2) If a landlord fails to change the locks within 48  
21 hours after being provided with the notice and evidence  
22 referred to in (a) above, the tenant may change the locks  
23 without the landlord's permission. If the tenant changes  
24 the locks, the tenant shall give a key to the new locks to  
25 the landlord within 48 hours of the locks being changed. In  
26 the case where a tenant changes the locks without the  
27 landlord's permission, the tenant shall do so in a  
28 workmanlike manner with locks of similar or better quality  
29 than the original lock.

30 (c) The landlord who changes locks or allows the change of  
31 locks under this Act shall not be liable to any third party for  
32 damages resulting from a person being unable to access the  
33 dwelling.

1 Section 25. Penalty for violation.

2 (a) If a landlord takes action to prevent the tenant who  
3 has complied with Section 20 of this Act from changing his or  
4 her locks, the tenant may seek a temporary restraining order,  
5 preliminary injunction, or permanent injunction ordering the  
6 landlord to refrain from preventing the tenant from changing  
7 the locks. A tenant who successfully brings an action pursuant  
8 to this Section may be awarded reasonable attorney's fees and  
9 costs.

10 (b) A tenant who changes locks and does not provide a copy  
11 of a key to the landlord within 48 hours of the tenant changing  
12 the locks, shall be liable for any damages to the dwelling or  
13 the building in which the dwelling is located that could have  
14 been prevented had landlord been able to access the dwelling  
15 unit in the event of an emergency.

16 (c) The remedies provided to landlord and tenant under this  
17 Section 25 shall be sole and exclusive.

18 Section 30. Prohibition of waiver or modification. The  
19 provisions of this Act may not be waived or modified in any  
20 lease or separate agreement.

21 Section 35. Public housing excluded. This Act does not  
22 apply to public housing, assisted under the United States  
23 Housing Act of 1937, as amended, 42 U.S.C. 1437 et seq., and  
24 its implementing regulations, with the exception of the  
25 tenant-based Housing Choice Voucher program. Public housing  
26 includes dwelling units in mixed-finance projects that are  
27 assisted through a public housing authority's capital,  
28 operating, or other funds."